

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to discuss emergency preparedness training and answer any questions the Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, February 5, 2013, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:05 Executive Summary for Planning Commission held January 10, 2012

7:10 Presentation for 20 Years of Dedicated Service to Dale Scow

7:15 Annual Progress Report of the Farmington Trails Committee

PUBLIC HEARINGS:

7:30 Farmington Creek Estates Phase 1 Plat Amendment

SUMMARY ACTION:

7:45 Minute Motion Approving Summary Action List

1. Approval of Minutes from January 15, 2013
2. Meadow View Subdivision Improvements Agreement
3. Oakwood Estates Phase 5 Subdivision Improvements Agreement
4. Appointment of Farmington Trails Committee Members
5. Policy and Procedures for Credit Card Purchases
6. Renewal of Contract with Davis County Animal Care and Control
7. General Plan Amendment – Public Tree Management Plan
8. 2013 Board of Adjustment Appointment

GOVERNING BODY REPORTS:

7:50 City Manager Report

1. Upcoming Agenda Items
2. Future Work Sessions (Park Property, Fire Staffing, Request for Recovery Center)
3. Department of Transportation's Annual Visits to Counties

8:05 Mayor Harbertson & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

DATED this 31st day of January, 2013.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

CITY COUNCIL AGENDA

For Council Meeting:
February 5, 2013

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that Mayor Scott Harbertson give the invocation/opening comments to the meeting and it is requested that City Recorder Holly Gadd lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
February 5, 2013

S U B J E C T: Executive Summary for Planning Commission held January 10, 2013

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY



SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy J. Alexander, Associate City Planner

Date: February 5, 2013

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON
JANUARY 10, 2013

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on January 10, 2013 [note: only four commissioners attended the meeting due to the snow storm—Brett Anderson, Bob Murri, Brad Dutson and Alternate Rebecca Wayment]:

1. Ivory Homes – (Public Hearing) – Applicant is requesting a recommendation of Schematic Plan approval for the Glover Cove Conservation Subdivision encompassing approximately 4 acres and consisting of 6 lots located at approximately the southeast corner of Glover Lane and the Frontage Road in an LR zone. (S-17-12)
Voted to continue item to next meeting, Vote: 4 – 0
2. Candland Olsen – Applicant is requesting a recommendation of Final Plat approval for the Farmington Creek Estates Phase 4 PUD Subdivision encompassing 3.65 acres and consisting of 7 lots located at approximately 1100 West and Country Lane in an AE (PUD) zone. (S-3-12)
Voted to recommend for approval, Vote: 4 – 0
3. Davekris Investments LC (Lagoon) – (Public Hearing) – Applicant is requesting a recommendation to rezone approximately 1 acre on the southwest corner of Main Street and Park Lane from BP (Business Park) to C-R (Commercial Recreation). (Z-4-12)
Voted to table item to next meeting, Vote: 4 – 0

The Planning Commission decided to table the rezone request to allow time to consider it concurrently with and/or to complete the following.

1. Amend the text of the CR zone with input from nearby property owners to:
 - a. Allow office uses; and
 - b. Enact text to limit any parcel in the CR zone which abuts both Park Lane and Main Street to office use only.
 2. Amend the General Land Use Plan Map from O/BP to CR, and any General Plan text where necessary, and with input from nearby property owners.
 3. Obtain a commitment from Lagoon, acceptable to the City, that they will update their park master plan within the next 5 years.
 4. Expand the electronic message sign area of the Sign Ordinance to include the annex property.
4. Garbett Homes – (Public Hearing) – Applicant is requesting a conditional use permit for the operation of a leasing/sales office in a model home of the Farmington Crossing North Phase 5 Subdivision. (C-1-13)
Voted to deny approval, Vote: 4 – 0

The Planning Commission decided to deny approval for a conditional use for a temporary office and to delegate to staff the ability pursuant to city ordinance 11-7-104 to review when applied as a permitted use.

Respectfully Submitted



Christy J. Alexander
Associate City Planner

Review & Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
February 5, 2013

S U B J E C T: Presentation for 20 Years of Dedicated Service to Dale Scow

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

Wayne Hansen will be presenting Dale Scow with his 20 year service ring.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
February 5, 2013

S U B J E C T: Annual Progress Report of the Farmington Trails Committee

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

George Chipman, Trails Committee Chair, will be present to give report.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: George G. Chipman, Farmington Trails Committee Chair

Date: January 22, 2013

SUBJECT: ANNUAL PROGRESS REPORT OF THE FARMINGTON TRAILS COMMITTEE

RECOMMENDATIONS

Grant ten minutes on the next available City Council agenda for George Chipman to present the annual progress report of the Farmington Trails Committee.

BACKGROUND

The Farmington Trails Committee (FTC) is a great asset to the City whose members diligently serve on behalf of our residents without compensation. The FTC By-Laws require an annual progress report be given by the FTC Chair to the City Council of the activities and accomplishments of the FTC in the previous year. This is a useful exercise to reflect on the service completed and to prepare for the year to come.

The FTC acknowledges the City Council as our governing body and desires to keep them informed of our activities and hence to better coordinate our service in the future for the most benefit to our fellow citizens.

Respectfully submitted,

George G. Chipman
FTC Chair

Annual FTC Progress Report – 2012

File: Progress_Report_2012.docx Date: November 20, 2012

SUMMARY

The By-Laws of the Farmington Trails Committee (FTC) require an annual progress report be made to our Governing Body of our activities. This report is for the calendar year of 2012.

TRAILS

1. **New Trails:** 6.2 miles of new trails were completed this year. It is gratifying to see the 20-Year Trails Master Plan conceived and approved 15 years ago now nearing completion. For the number of non-motorized trails, the number of miles of trail, the variety of trails, the accessibility of trails, and the quality of trails there is not a city or town in Utah that compare.
2. **Legacy Trail Extension:** A connection from the Legacy Trail past the “Red Barn” was paved which now provides an easy access to the Rails-to-Trails Trail. This was the final paved link that was missing. Now trail users can freely travel from Roy, Utah to Sandy, Utah on continuous pavement. This will be a significant benefit to bike commuters along the 67 mile route.
3. **Farmington Ranches:** Eagle Scouts J.P. Otteson, Daniel Christensen, and Tanner Paskett completed a trail from the new Farmington Ranches Park to the Eagle Bay Elementary School. This is an excellent path for school children to walk to school away from the street traffic. Later in the year Farmington Public Works constructed a well-designed foot bridge to cross Shepard Creek on this trail.
4. **Farmington Spine Trail:** Jayden Richins completed an Eagle Scout project to improve this trail.
5. **Farmington Creek Trail:** Scout Chayce McDonald helped cleaned up the fallen trees on the Lagoon section of this trail as his Eagle project after the severe wind storm.
6. **Trail Pictures:** For his Eagle Scout project Logan Orich spent the summer taking over 300 pictures along our trails for use in our trail literature and on our website.
7. **Rails-to-Trails Signs:** Eagle Scout Matt LeCheminant added a stop sign and street name sign at each road crossing along the Rails-to-Trails Trail. The crossings are now much safer.
8. **Meadow View Subdivision Trail Connection:** An alignment was worked out with the Farmington Ranches HOA and property owners for a connecting spur across a vacant lot where there is a school bus stop. This will provide a neighborhood connection to a future trail.
9. **Farmington Upper Terrace Trail:** The south switchbacks were cleared and widened. The trail is now much safer to hike.
10. **Hunters Creek to Rails-to-Trails Connection** – The City paved a connection at 950 N. in west Farmington to provide the neighborhood an easy connection to the Rails-to-Trails Trail.
11. **Davis Creek Trail Chainsaw Expedition:** The City approved employee Jared Abney to spend the day with the FTC running a chainsaw. The strong winds in the spring caused extensive tree damage. Close to 100 fallen trees were removed from the Davis Creek Trail.
12. **Ford Canyon Overlook Trail Extension:** This trail was extended down the mountain ridge to the Bonneville Shoreline upper terrace.
13. **Oakridge Preserve Trail:** The final section of trail east of Farmington Crossings was paved by Garbett Homes. This is an important walking path for the 1000 residents who live in the small area.
14. **Prayer Rock Trail Connection:** A trail connection has been made to Prayer Rock on the Davis Creek Trail from the Christmas Tree Lane area to the north and the Cattleman Trailhead to the south. The view is great. Several nice camp sites are along the connection.
15. **Francis Peak Trail Improvement:** Trail Chiefs Terry Stephens, Mike Hoer, and Dave Wilber improved this trail with extensive trimming and trail markers. The trail now is easy to follow all the way to the top of the mountain.

16. **Steed Creek Trail Repair:** Erosion control was placed at the trailhead to the Steed Creek Trail as well as improvements to the bridge over Hornet Creek. A loop connecting trail from the Moss Rock campsite was added to the Steed Creek Trail. Significant reinforcement was done on two washed out sections using railroad ties and steel poles. Thanks go to John Montgomery and his Scouts.
17. **Triumph Trail Re-enforcement:** Two sections of the Triumph Trail by Davis Creek were reinforced with railroad ties. John Montgomery recruited his Scout troop to do the service. The switchbacks in these areas are now secured from erosion and much easier to traverse.
18. **Park Lane Village:** A trailhead was established for the Legacy Trail at Park Lane Village. Eagle Scout Taylor Haws prepared a display board of the area's history for a gazebo built by the Haws Company.
19. **North Compton Bridge Repair:** Public Works repaired the old bridge that connects Main Street with North Compton around 1000 North. The FTC helped with the cost of materials.
20. **Legacy Trail Maintenance:** An agreement was worked out by Farmington City to contract with the Davis County Public Works to provide the long-needed maintenance of the Legacy Trail.
21. **Weed Control:** The FTC has been helping Public Works in spraying the puncture vine weeds on several of the City trails.
22. **Trail Signage:** Seven vandalized signs were replaced by the FTC.
23. **Utah Botanical Center:** A working relationship was established with the Utah Botanical Center. Guide books are available for purchase there and a trails kiosk was installed for public information. The work was done by Eagle Scout Benson Rice. This brings the total to 9 kiosks throughout the City to help the public find the trails.
24. **Dog Waste Canisters:** A working agreement was established with the new Petco store in Station Park. They will work with the FTC in providing more canisters on trails to provide bags to dog owners so they can more easily clean up after their pets.
25. **Tool Stock:** More tools were added to the tool crib managed by Tracy McCoy. The new tools were: an electrical generator, a backpack pump sprayer, a post insertion kit, loppers, a pry bar, Mattock picks, a McLeod hoe, and a sledgehammer. This excellent stock of tools has been a great benefit to the work on the trails, especially when a significant number are needed to support a public service project.

FINANCE

1. **Financial Planning:** A budget was submitted to and approved by the City along with a prioritized list of projects.
2. **Trails Literature Sales:** Sales of trail maps and Guides remained steady. This will allow the recovery of printing costs plus a little profit for future projects.

PUBLIC RELATIONS

1. **Bike Valet:** Harmond's Grocery Store provided a bike valet service at their new Farmington store. The FTC installed a dispenser in the area for trail handouts.
2. **Trail Kiosk Handouts:** The nine kiosks throughout the City were kept stocked with free handouts listing all the trails and giving directions to the trailheads. This year a map of the mountain trails was added to the reverse side of the handout.
3. **Trail Kiosk Map Upgrades:** All the remaining old maps were replaced on the City's trail kiosks. The new maps have all the latest trails added with other points of interest such as civic buildings, churches, parks, golf courses, the fair grounds, amusement parks, and the Utah Botanical Center.
4. **Centurion Award:** Todd Argyle, a Farmington resident, became the first person to earn the Centurion Award by hiking 100 miles of different trails in the Farmington trail system. He accomplished the feat in one summer. He was awarded a certificate and unique embroidered patch.
5. **FTC Monthly Meetings:** The City Newsletter, Utah Public Meeting Notice website, City Hall door notice, and city website were used to invite the public to our monthly meetings.

6. **Festival Days:** The FTC participated in the Festival Days parade. Also, the FTC staffed an information booth at the carnival in the park. The interest in trails remains high.
7. **National Trails Day:** George Chipman staffed an information booth on this day when the new section of the Rails-to-Trails Trail was celebrated.

VOLUNTEERISM

1. **Trail Chiefs:** The number of Trail Chiefs soared to 47 with the addition of the Whitlocks, an active 80-year old couple from the City center.
2. **Fruit Heights Upper Terrace Trail:** Terry Stephens organized Scout projects that installed retaining bars near the trailhead to limit erosion.
3. **Old Aqueduct Eagle Projects:** Scouts Sam Ward, Cayden Cornford, Taylor Morrison and Spencer Regis improved this trail with Eagle Projects.
4. **Trail Advocate of the Year:** John Montgomery was chosen due to all his service to trails this year. His name plate was added to the commemorative wall plaque.
5. **Trail Service:** Tyler Anderson, Gary Goodrich, Dee Winegar, and Bob Murri retired from the FTC with a combined service of 24 years. They have made a lasting contribution to our community.
6. **Kiosk Re-sealing:** Tracy McCoy and his son, Aaron, re-sealed all the kiosk frames and roofs.

ORGANIZATIONAL LIAISON

1. **Fire Department:** Volunteers from the FTC are being trained by the Fire Department to assist them in the event of a City or hillside emergency.
2. **Bike Summit:** Greg Tanner represented the FTC at a bike summit and returned with information on city bike trails and accessories.
3. **City Meeting Representatives:** FTC members took turns with the assignment to attend every Planning Commission and City Council meeting where trail issues were on the agenda.
4. **FTC Meeting Representatives:** City Council members Cory Ritz and Nelsen Michaelson attended the FTC monthly meetings and helped with communication and cooperation between the City and the FTC.
5. **Davis County Trails Committee:** Greg Tanner has been representing the FTC at these meetings. Farmington City hosted the meeting and luncheon in November.
6. **Centerville Trail Committee:** George Chipman, Ron Robinson, and Greg Tanner attended a meeting of the Centerville Trail Committee to propose a trail connection from the BST to the Ford Canyon Overlook Trail. The Centerville committee was very receptive and agreed to approach the landowner for permission.
7. **Public Works:** George Chipman coordinated the trail needs between the City Public Works Department and the FTC.
8. **Priority List:** At the request of City Manager David Millheim, the FTC prepared a detailed list of our top five priorities for trails. This helped to focus the attention and resources of the City and FTC. The priorities were: North Farmington Hillside Protection, Legacy Trail Maintenance, Main Street Jogging Path, Buffalo Ranch Access Trail by Farmington Ranches Park, and the Great Salt Lake Shoreline Trail.

CITY COUNCIL AGENDA

For Council Meeting:
February 5, 2013

PUBLIC HEARING: Farmington Creek Estates Phase 1 Plat Amendment

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
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CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy J. Alexander, Associate City Planner

Date: February 5, 2013

SUBJECT: **FARMINGTON CREEK ESTATES PHASE 1 PLAT AMENDMENT**

RECOMMENDATION

1. Hold the public hearing
2. Approve the enclosed Ordinance and Vacation Order amending the Farmington Creek Estates Subdivision Phase 1, by vacating all of the 15' wide public horse path and Park Parcel A, whereby a subdivision plat may be created in the stead thereof, subject to the following:
 1. The City must grant final approval to a future plat (Phase 4) encompassing the area now constituting the 15' wide public horse path and Park Parcel A of the Farmington Creek Estates Subdivision Phase 1.
 2. The Ordinance and Vacation Order must be recorded immediately prior to the recordation of any such subdivision plat.

BACKGROUND

Candland Olsen is requesting the City Council approve 7 lots in his Farmington Creek Estates Subdivision Phase 4 at the February 19, 2013 meeting. Prior to that happening the City Council should amend the Phase 1 plat to vacate the 15' wide horse path running along the rear and west of lots 114, 115, & 116 as well as the Park Parcel A to the west of Lot 116 surrounding Farmington Creek on the southeast corner of 500 South and 1100 West. Both of these parcels being requested to be vacated are private property owned in fee title by Mr. Olsen and are not public property as such. The City had previously required Mr. Olsen to deed the City an additional 7 foot wide strip of his property running the entire length of 1100 West. Because the horse path and park parcel are not functioning as previously intended and due to Mr. Olsen agreeing to give the City 7 additional feet, Staff recommends that these parcels be vacated and become part of Mr. Olsen's Phase 4.

Respectively Submitted

Christy J. Alexander
Associate City Planner

Review and Concur

Dave Millheim
City Manager

Candland L. & Alice T. Olsen owns all Lots
Not marked

- SURVEYOR** **ROBERT W. KNOX,**

80

ORDINANCE NO. 2013 -

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AN ORDER VACATING AND AMENDING THE 15' WIDE PUBLIC HORSE PATH OF THE FARMINGTON CREEK ESTATES SUBDIVISION PHASE 1 AND DIRECTING THAT THE SAME BE RECORDED WITH THE DAVIS COUNTY RECORDER'S OFFICE.

WHEREAS, the City has previously received a petition from **Candland L. & Alice T. Olsen**, fee owner, as shown on the last county assessment rolls, of land within the Farmington Creek Estates Subdivision Phase 1, to have the 15' Wide Public Horse Path of such subdivision vacated in order to provide for the filing of the Farmington Creek Estates Subdivision Phase 4; and

WHEREAS, the petition was signed by all owners of record of property within 15' Wide Public Horse Path of the Farmington Creek Estates Subdivision Phase 1 and a public hearing regarding the petition was held on February 5, 2013; and

WHEREAS, the City Council is satisfied that neither the public nor any person will be materially injured by the proposed vacation of and amendment of 15' Wide Public Horse Path of the Farmington Creek Estates Subdivision Phase 1; and

WHEREAS, the City Council desires to approve the vacation of and amendment to 15' Wide Public Horse Path of the Farmington Creek Estates Subdivision Phase 1.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH:

Section 1. Vacation and Amendment. The City Council hereby finds that neither the public nor any person will be materially injured by the proposed vacation of 15' Wide Public Horse Path of the Farmington Creek Estates Subdivision Phase 1 and hereby authorizes the Mayor to enter into a Vacation and Amendment Order vacating and amending the same.

Section 2. Recording. The Mayor is further directed to cause the Vacation Order to be recorded in the office of the Davis County Recorder's Office in accordance with Utah Code Ann. § 10-9-810(c), as amended.

Section 3. Severability Clause. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all provisions, clauses and words of this Ordinance shall be severable.

Section 4. Effective Date. This Ordinance shall become effective upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS **5th day of February, 2013.**

FARMINGTON CITY

By: _____
Scott C. Harbertson, Mayor

ATTEST:

Holly Gadd, City Recorder

VACATION AND AMENDMENT ORDER NO. 2013 -

A petition having been submitted in writing by **Candland L. & Alice T. Olsen**, fee owner, as shown on the last county assessment rolls, of land within the Farmington Creek Estates Subdivision Phase 1, being a portion of the Northwest $\frac{1}{4}$ of Section 25 & the Northeast $\frac{1}{4}$ of Section 26, T3N, R1W, SLB&M, Farmington City, Davis County, Utah, as shown in the recorded plat of the Farmington Creek Estates Subdivision Phase 1.

The City Council of Farmington City, Utah, hereby finds and determines that neither the public nor any person will be materially injured by the vacation and amendment to 15' Wide Public Horse Path of the Farmington Creek Estates Subdivision Phase 1 and that there is good cause for vacating and amending the same.

NOW, THEREFORE, IT IS HEREBY ORDERED that 15' Wide Public Horse Path of the Farmington Creek Estates Subdivision Phase 1 previously filed in the office of the Davis County Recorder, State of Utah, on the 19th day of September, 1995, in Book 1917 of the official records, Page 245, Entry No. 120033, be and the same is hereby vacated and amended pursuant to law to allow for the creation of a subdivision plat for the property to be recorded hereafter creating the Farmington Creek Estates Subdivision Phase 4.

APPROVED AND ORDERED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, ON THIS 5th day of February, 2013.

FARMINGTON CITY

By: _____
Scott C. Harbertson, Mayor

ATTEST:

Holly Gadd, City Recorder

CITY COUNCIL AGENDA

For Council Meeting:
February 5, 2013

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from January 15, 2013
2. Meadow View Subdivision Improvements Agreement
3. Oakwood Estates Phase 5 Subdivision Improvements Agreement
4. Appointment of Farmington Trails Committee Members
5. Policy and Procedures for Credit Card Purchases
6. Renewal of Contract with Davis County Animal Care and Control
7. General Plan Amendment – Public Tree Management Plan
8. 2013 Board of Adjustment Appointment

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY COUNCIL MEETING

January 15, 2013

WORK SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Cindy Roybal, Jim Talbot, and Jim Young, City Manager Dave Millheim, Community Development Director David Petersen, Associate Planner Christy Alexander, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey

URMMA

Carl Parker of the Utah Risk Management Mutual Association (URMMA) shared information regarding the annual inspection and review of City staff. The scores were high, but there is always room for improvement, and it is important to determine areas of risk in advance.

The Haws Companies – Discussion of Street Cross-Section for Station Parkway, 85-foot sign height for Park Lane Commons Landmark Sign, and Public Improvements Extension Agreement for potential future sidewalk improvements along Station Parkway (South of Grand Avenue to Park Lane)

David Petersen shared background information regarding this item, and there was discussion regarding the City's Code, TOD and Chapter 18 requirements.

Temporary Zoning Regulations for Demolition Permits

The Council discussed some of the criteria and minimum requirements for demolition permits and the selection of a hearing officer to assist in the decision-making process.

REGULAR SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Cindy Roybal, Jim Talbot, and Jim Young, City Manager Dave Millheim, Community Development Director David Petersen, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Youth City Council Member Sarah Barfuss was also in attendance.

CALL TO ORDER

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

The invocation was offered by Cory Ritz, and the Pledge of Allegiance was led by John Bilton.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

Introduction of new City Council Member/Administration of Oath of Office

Mayor Harbertson introduced **Cindy Roybal** as a new member of the City Council, and **Holly Gadd** administered the Oath of Office.

2013 Planning Commission Appointments

The Mayor explained that **Brad Dutson** and **Mack McDonald** were alternates during 2012, and they have replaced **Rick Draper** and **Michael Wagstaff**. **Bob Murri** is the Chair and **Kris Kaufman** is the Vice Chair for 2013.

Motion:

Jim Talbot made a motion to ratify the recent Planning Commission appointments by Mayor Harbertson:

Brad Dutson	One 4-year term: Jan. 1, 2013 to Dec. 31, 2016
Mack McDonald	One 4-year term: Jan. 1, 2013 to Dec. 31, 2016
Rebecca Wayment	Alternate: Jan. 1, 2013 to Dec. 31, 2013
Nate Creer	Alternate: Jan. 1, 2013 to Dec. 31, 2013

The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton**, **Ritz**, **Roybal**, **Talbot** and **Young**.

Presentation for Years of Dedicated Service to Michael Wagstaff

Mayor Harbertson thanked **Mr. Wagstaff** for his years of service on the Planning Commission and presented him with a plaque.

“Thank You” from Susan Maughan

Mrs. Maughan thanked the Mayor, City Council, and staff for their assistance in the demolition of the old church which was her home for many years.

PRESENTATION OF PETITIONS AND REQUESTS

Proposed Conservation Easement for the Spring Creek Estates Subdivision

David Petersen said a 4.5 acre parcel of land in this Subdivision was set aside as open space, and the developer would now like to sell the property to an adjacent land owner who has a hobby railroad; however, it would violate several zoning requirements. The Mayor said the prohibited use in the area is clear, but a waiver of open space and payment for just compensation is a possible option. **Cory Ritz** and **Jim Talbot** are in favor of granting a waiver to have this property utilized in a positive way, but they feel that the Ordinance regarding open space should be amended sometime in the future. Staff agreed to work with the developer and property owner to draft a proposal.

Temporary Zoning Regulations for Demolition Permits

The Planning Department is in the process of drafting an ordinance regarding the issuance of demolition permits on historic structures. It will provide a process where both property owners and adjacent property owners will have an opportunity to have their voices heard in a public setting. Also, a third party will be selected to act as a hearing officer. These temporary regulations will only be in place for a short time.

Motion:

Cory Ritz made a motion to approve the Ordinance establishing temporary zoning regulations pertaining to the acceptance of certain specified demolition permit applications regarding any historic resource of the Farmington Historic Site List and/or the Farmington Historic Landmark Register. The motion was seconded by **John Bilton** and approved by Council Members **Bilton, Ritz, Roybal, Talbot and Young**.

NEW BUSINESS

Reimbursement from Transportation Impact Fees for Station Parkway Right of Way

Motion:

John Bilton made a motion to authorize staff to reimburse The Haws Companies (THC) \$255,013 from transportation impact fees for the right-of-way associated with Station Parkway. **Jim Talbot** seconded the motion which was approved by Council Members **Bilton, Ritz, Roybal, Talbot and Young**.

SUMMARY ACTION

Minute Motion Approving Summary Action List

1. Approval of Minutes from December 18, 2012
2. Ratification of Approval of Storm Water Bond Log
3. Rice Farms Estates Phase 6 Improvements Agreement
4. Hunters Creek 4B Improvements Agreement
5. Re-approval of Final Plat for Arendal Manor Subdivision
6. Bluereview Software Subscription Agreement
7. Final Plat for Hunters Creek Phase 4B Subdivision
8. Appointment of City Council Members to various Committees

Motion:

Cindy Roybal made a motion to approve the items on the Summary Action List. The motion was seconded by **Jim Young** and approved by Council Members **Bilton, Ritz, Roybal, Talbot and Young**.

OLD BUSINESS

The Haws Companies – Discussion of Street Cross-Section for Station Parkway, 85-foot sign height for Park Lane Commons Landmark Sign, and Public Improvements Extension Agreement for potential future sidewalk improvements along Station Parkway (South of Grand Avenue to Park Lane)

Christy Alexander said the approval for a 3-acre PMP on Park Lane Commons Parcels A and B included a condition that THC and the City enter into a development agreement. Three main issues still need to be addressed:

1. THC has requested a variance from the 9½-foot parking strip and 10-foot sidewalk requirement—they prefer a 6-foot sidewalk and 4-foot parking strip and use of the City right of way for the sidewalk.
2. Sidewalks from Grand Avenue to Park Lane and to Station Park were not included on the site plan, and it is the City's common practice to have a public improvements extension agreement in place.
3. THC has requested an 85-foot pylon sign to allow visibility from the freeway.

Tim Taylor, City Traffic Engineer, said during the planning stage it was determined that there would be no sidewalks on the section of Station Parkway from Park Lane to Grand Avenue, and access to and from either side of Park Lane would be near the railroad tracks. The cross sections from Grand Avenue to the north always included a sidewalk.

Soren Simonsen, architect and urban designer, was one of the primary authors of Farmington City's TOD zone which included a Regulating Plan to identify the street grid, major thoroughfares, arteries and small streets and regulations concerning site planning and development, architecture, and landscaping. Form-based zoning regulates streets and block patterns, building facades, the form and mass of buildings, and the relationships of buildings to each other.

Rich Haws, 1869 Bella Vista, THC, said staff asked them to leave their consultants at home so they were surprised to see City consultants in attendance. They have been involved with this project for 16 years, and numerous changes have occurred during that time. He presented a time line of various events through the years and referred to a letter submitted by THC. He encouraged the City to be flexible as they move forward with plans in this area.

Scott Harwood, THC, said progress is being made on the Development Agreement, and he addressed the three remaining issues using Exhibits 1-7.

There was a lengthy discussion of the three issues and additional issues such as the benefits to the City, the loss of interior gathering area, and the height of the apartments. **Dave Millheim** advised the Council to state their opinions on each of the three main issues and ask themselves if granting the variances gives the City what it wants.

Sign:

Jim Talbot said he thinks there will be backlash from residents and others regarding an 85-foot sign. He is concerned for the people who live near the sign, and he would like it to

be redesigned because it is too high. **Jim Young** said he travels on southbound I-15 frequently, and there is great visibility of the site from that direction and from Park Lane. He thinks 85 feet would overwhelm the site; 65 would be sufficient and a good fit for the development. **Cory Ritz** said a lower sign would fit in better with the project area. **John Bilton** said there are other ways to sign a project, including signs on I-15 and U.S. 89, and because a strong precedent will be set with this sign, 85 feet is too high. **Cindy Roybal** said she wants the sign to be beautiful and to match its surroundings. She would like the sign to be lower but likes that it will identify the area.

Extension Agreement:

Cory Ritz recommended leaving the Agreement in place and keeping it within the existing right-of-way (10 feet), and the other City Council Members agreed.

Sidewalk:

John Bilton said he would like to see some flexibility regarding bulb-outs in this area but wants the City to maintain the street standards specified in Chapter 18. **Jim Talbot** agreed and said flexibility is a 2-way street. He would like to see consistency of the width of sidewalks in the area. A narrow sidewalk is not welcoming, and he would like to find a width that encourages pedestrian mobility. **Cindy Roybal** said she would prefer that the sidewalks are not wider than 8 feet—she wants less concrete. **Jim Young** said he is in agreement with **Jim Talbot** in the interest of flexibility and compromise—he is in favor of having 8-foot sidewalks consistently in the area. **Cory Ritz** is not a fan of huge amounts of concrete—he would rather see grass, trees, flowers, etc. He would also like to see flexibility on the bulb-outs and an 8-foot sidewalk width throughout the project.

Dave Millheim said this is one of the first tests of the form based zoning. One of the requirements is to obtain public comment from: (1) the SPARC Committee; and (2) abutting property owners. A public hearing is not required, but written public comment is encouraged. Any comments if received will be included when this item comes back to the council.

GOVERNING BODY REPORTS

City Manager – Dave Millheim

1. A list of upcoming agenda items, the December Building Activity Report, and the Police and Fire Reports were included in the packet.
2. A closed City Council meeting will be held on Feb. 12, 2013 at 6:00 p.m. with the Parks and Recreation Department to discuss several options for a large regional park.
3. Staff is in the process of creating a document for the Community Covenant Program of the Utah National Guard which is designed to support various military members and their families before, during, and after deployments. They will contact the Guard and schedule a presentation of the document during a future Council meeting.

4. There have been numerous complaints regarding snow removal, and the Monte Vista School bus stop area has been a specific concern. The City cleaned up the areas near the school but cannot provide private service on a regular basis. He commended the snow removal staff for the excellent job they performed during the last snow storm.

Mayor – Scott Harbertson

- He and **Jim Talbot** will attend the Town Hall meeting on Wed., January 16th.
- He asked the Council to choose their favorite 4th of July banner and said he is meeting with Modern Display to discuss decorations for the 4th of July.
- He asked the Council to review two handouts in the staff report: “Legislative vs. Quasi-judicial decisions” and “Ex parte Contacts”. He encouraged the Council to avoid situations with anyone that would like City support when the issue has not gone through a public process.

City Council

Cory Ritz

- He will not be able to attend the February 20th Town Hall meeting and asked if someone would trade with him.

Jim Talbot

- He will be out of town from January 25th until February 6th.

ADJOURNMENT

Motion:

Cindy Roybal made a motion to adjourn the meeting which was approved by Council Members **Bilton, Ritz, Roybal, Talbot** and **Young**. The meeting was adjourned at 10:50 p.m.

Holly Gadd, City Recorder
Farmington City Corporation



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: January 14, 2013

**SUBJECT: MEADOW VIEW SUBDIVISION IMPROVEMENTS
AGREEMENT**

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Northstar Homes and Development, LLC and Farmington City.

BACKGROUND

The bond estimate for the Meadow View subdivision is \$730,662.09 which includes a 10% contingency and 10% warranty bond. Northstar Homes and Development, LLC has submitted a cash bond Improvements Agreement with Farmington City for this project in the same amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, the 10% contingency will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Milllheim
City Manager

FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between Northstar Homes & Development, LLC (hereinafter "Developer"), whose address is 16751 S BIRCHDALE ST BLVD #101 84405 DD Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Meadow View, located at approximately 425 N 1525 W, in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$ 730,662.09.

check from RBH
Idaho, LLC

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 24 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
- 2. Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
- 3. Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 730,662.09 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement and an additional 10% of such cost for contingencies.

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City's cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.
5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.
6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit until final release pursuant to the next paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in paragraph 5 above for any breach of such an obligation. The release provided for in this paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.
7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of paragraph 26, the City shall notify the Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.
8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as

herein provided, and any withdrawals from the Deposit by the city shall not constitute a waiver or estoppels against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Developer, including administrative, engineering, legal and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.
10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.
11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.
12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.
14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient is sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.
17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.
19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and

expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.
24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.
25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 14th day of January, 2014

CITY:

DEVELOPER:

FARMINGTON CITY CORPORATION

By: _____
Scott C. Harbertson, Mayor

Jared Darger
By: Carol Darger
Its: Harbertson

ATTEST:

Holly Gadd, City Recorder

DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH)
)
) :ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me,
_____, the signer(s) of the foregoing
instrument who duly acknowledged to me that he/she/they executed the same.

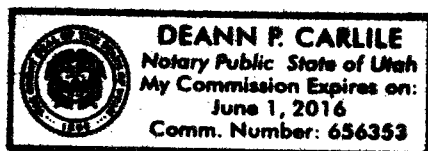
NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Corporation)

STATE OF UTAH)
)
) :ss.
COUNTY OF Davis)

On this 14th day of January, 2013, personally appeared before me,
Jared Darger, who being by me duly sworn did say that he/she is
the Member of North Star Homes & Development LLC
corporation, and that the foregoing instrument was signed on behalf of said corporation
by authority of its Board of Directors, and he/she acknowledged to me that said
corporation executed the same.

Deann P. Carlile
NOTARY PUBLIC
Residing in Davis County, Utah.



(Complete if **Developer** is a **Partnership**)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me,
_____, who being by me duly sworn did say that he/she/they
is/are the _____ of _____, a partnership, and
that the foregoing instrument was duly authorized by the partnership at a lawful meeting
held by authority of its by-laws and signed in behalf of said partnership.

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if **Developer** is a **Limited Liability Company**)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared
before me _____ who being by me duly sworn did say that he
or she is the _____ of _____, a limited liability
company, and that the foregoing instrument was duly authorized by the
Members/Managers of said limited liability company.

NOTARY PUBLIC
Residing in _____ County, _____.

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 20____, personally appeared before me
Scott C. Harbertson and Holly Gadd who, being by me duly sworn, did say that they are
the Mayor and City Recorder, respectively, of Farmington City Corporation, and said
persons acknowledged to me that said corporation executed the foregoing instrument.

NOTARY PUBLIC
Residing in _____ County, _____.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: January 23, 2013

**SUBJECT: OAK WOOD ESTATES PHASE 5 SUBDIVISION
IMPROVEMENTS AGREEMENT**

RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Shepard Ridge Enterprises and Farmington City.

BACKGROUND

The bond estimate for the Oak Wood Estates Phase 5 subdivision is \$174,176.78 which includes a 10% contingency and 10% warranty bond. Shepard Ridge Enterprises has submitted a cash bond Improvements Agreement with Farmington City for this project in the same amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, the 10% contingency will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker
Planning Department

Review and Concur

Dave Milllheim
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between Shepherd Ridge Enterprises (hereinafter "Developer"), whose address is 1689 W. Canyon Pkwy Farmington and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Oakwood Estates Phase 5, located at approximately W. Canyon Rd and Oakwood Place, in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$ 174,176.78

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within thirteen months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 174,176.78 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement and an additional 10% of such cost for contingencies.

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City's cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.
5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.
6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit until final release pursuant to the next paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in paragraph 5 above for any breach of such an obligation. The release provided for in this paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.
7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of paragraph 26, the City shall notify the Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.
8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as

herein provided, and any withdrawals from the Deposit by the city shall not constitute a waiver or estoppels against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Developer, including administrative, engineering, legal and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.
10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.
11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.
12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.
14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient is sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.
17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.
19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and

expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.
24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.
25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 22 day of January, 2013

CITY:

FARMINGTON CITY CORPORATION

By: _____
Scott C. Harbertson, Mayor

ATTEST:

Holly Gadd, City Recorder

DEVELOPER:

Shepard Ridge Enterprises
By: [Signature]
Its: Manager

DEVELOPERS ACKNOWLEDGEMENT

(Complete if **Developer** is an **Individual**)

STATE OF UTAH)
 :SS.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me,
_____, the signer(s) of the foregoing
instrument who duly acknowledged to me that he/she/they executed the same.

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if **Developer** is a **Corporation**)

STATE OF UTAH)
 :SS.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me,
_____, who being by me duly sworn did say that he/she is
the _____ of _____ a _____
corporation, and that the foregoing instrument was signed on behalf of said corporation
by authority of its Board of Directors, and he/she acknowledged to me that said
corporation executed the same.

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if **Developer** is a **Partnership**)

STATE OF UTAH)
 :SS.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me,
_____, who being by me duly sworn did say that he/she/they
is/are the _____ of _____, a partnership, and
that the foregoing instrument was duly authorized by the partnership at a lawful meeting
held by authority of its by-laws and signed in behalf of said partnership.

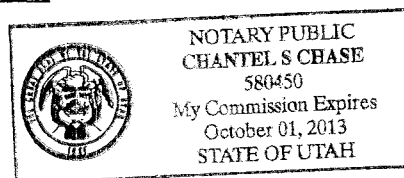
NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if **Developer** is a **Limited Liability Company**)

STATE OF UTAH)
 : SS.
COUNTY OF Davis)

On this 22nd day of January, 2013, personally appeared
before me Harry Lewis Swain Jr. who being by me duly sworn did say that he
or she is the Manager of Shepard Ridge Enterprises, a limited liability
company, and that the foregoing instrument was duly authorized by the
Members/Managers of said limited liability company.

Chantel S Chase
NOTARY PUBLIC
Residing in Layton, Utah County, Davis.



CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 20____, personally appeared before me
Scott C. Harbertson and Holly Gadd who, being by me duly sworn, did say that they are
the Mayor and City Recorder, respectively, of Farmington City Corporation, and said
persons acknowledged to me that said corporation executed the foregoing instrument.

NOTARY PUBLIC
Residing in _____ County, _____.



"Improving the quality of trails and life"
FARMINGTON TRAILS COMMITTEE

Scott C. Harbertson
Farmington City Offices
160 S. Main St.
Farmington, UT 84025

January 21, 2013

Dear Mayor:

The terms of service of three members of the Farmington Trails Committee have expired this January 2013. Also, the terms of service for all three of our Committee officers have expired.

At our last monthly Committee meeting three individuals were re-nominated for review by yourself and the City Council for re-appointment to a three-year term of service as members of the Farmington Trails Committee. The three individuals who had served as our officers were also re-nominated. I am submitting the approved names of these individuals. All the nominees are residents of Farmington and have been faithfully helping with the effort to improve and develop trails in Farmington. They are excited and willing to continue serving. The nominees are:

Committee member nominees to serve from January 2013 to January 2016:

George Chipman 801 451-6945 (to serve a consecutive term)
433 S. 10 W., Farmington, Utah
gchipman1@msn.com

Stacey Nielsen 801 451-0977 (to serve a consecutive term)
494 S 1250 W, Farmington, Utah
dbwhiz@hotmail.com

Rob Robinson 801 916-7491 (to serve a consecutive term)
92 N. Countrybend Rd., Farmington, Utah
robinsonrh88@msn.com

Chair to serve from January 2013 to January 2014:

George Chipman 801 451-6945 (to serve a consecutive term)
433 S. 10 W., Farmington
gchipman1@msn.com

Vice Chair to serve from January 2013 to January 2015:

Scott Ogilvie 801-451-9438 (to serve a consecutive term)
150 E. 615 S, Farmington, Utah
Scott.Ogilvie@hill.af.mil

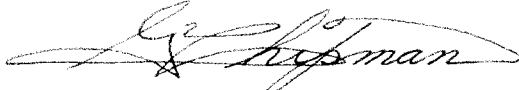
Vice Chair of Electronic Information to serve from January 2013 to January 2015:

Stacey Nielsen 801 451-0977 (to serve a consecutive term)
494 S 1250 W, Farmington, Utah
dbwhiz@hotmail.com

Attached is a proposed letter of appointment that could be used to appoint the new Committee members, who ever they may be as chosen by the City Council per our By-Laws. I recommend a letter be sent to each individual announcing their appointment, if you so choose.

We are looking forward to another great year for trails in Farmington. We all thank you for this opportunity to serve and make Farmington a better place to live and recreate.

Warm regards,



George G. Chipman
Farmington Trails Committee Chairman



File: FTCLetter80.docx



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: January 31, 2013

Subject: **POLICY AND PROCEDURES FOR CREDIT CARD PURCHASES**

RECOMMENDATIONS

Approve changes to policy.

BACKGROUND

A few years ago, the Mayor had the City acquire an American Express credit card for purchases. The idea was to be able to acquire points to be used for travel expenses to save the City money. Because of the economy the City has cut back on out of state travel and American Express is not readily accepted everywhere.

The banks now have credit cards that pay cash back for every dollar spent on the credit card. So we have decide it would be better for the City to pay for purchases with one of these cards to earn money back to be spent however the City chooses rather than have these points that we are not using.

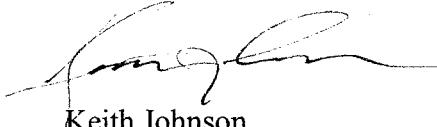
The Changes to the policy reflect this change and also that we will have 2 cards, one in Holly Gadd's name and one in mine. That way Holly can purchase things like the food for the Council meetings and various other miscellaneous items without having to use her personal card. Her card will have a limit of \$2000.00 per month on it and the other card will have a \$48,000.00 limit on it as it will be used to pay vendors on a monthly basis.


All other security procedures will continue to be in place to ensure that there is no abuse of these cards.

We have looked at some of the different cards that are offered by the different banks that are in our City and we have decided that the credit card from Zions Bank would be the best one for us to use.

Respectfully Submitted,

Review and Concur,


Keith Johnson,
Assistant City Manager


Dave Millheim,
City Manager

Policy and Procedures for Credit Card Purchases

The following is the policy and procedures for the City to use credit cards for purchases of items or services for City purposes.

The City credit card use will follow the Procurement and Purchasing policy in Chapter 3-06 in the City ordinances. Which states the following in 3-06-010:

All expenditures of the City shall conform to the procurement policies and procedures adopted by the City and all applicable provisions of State law including, but not limited to, the Uniform Fiscal Procedures Act set forth at *Utah Code Ann.* §§ 10-6-101, *et seq.*, as amended, and the Utah Procurement Code as set forth at *Utah Code Ann.* §§ 63-56-101, *et seq.*, as amended. Any expenditures of the City involving federal assistance funds shall comply with applicable federal law and regulations. Any expenditures of the City involving the construction, maintenance or improvement projects of a class C road shall comply with applicable provisions of the State Highway Code including but not limited to *Utah Code Ann.* §§ 72-6-108 and -109, as amended. Included in Chapter 3-06 is the designation of the City Manager as the Purchasing agent of the City. This designation and powers are contained therein.

All credit card purchases will be limited to the Budget Limitation contained in the Uniform Fiscal Procedures Act for Utah Cities, set for in the *Utah Code Ann.*, and under section 3-06-030 of the City ordinance which state the following:

All expenditures or encumbrances made by the City for supplies, services or construction shall be made in accordance with the Uniform Fiscal Procedures Act for Utah Cities, set forth at *Utah Code Ann.* §§ 10-6-101, *et seq.*, as amended. Except as provided in said Act or herein, all expenditures or encumbrances shall be made or incurred within the appropriate budget limitations adopted or subsequently amended by the City. The City Manager is authorized to approve certain transfers of funds from one expenditure account to another within a department or an excess expenditure of one or more line items, provided the total of all excess expenditures or encumbrances do not exceed the total unused appropriations within the department at the close of the budget year, in accordance with *Utah Code Ann.* § 10-6-124, as amended. The City Manager may not make adjustments to Capital Funds Budgets without prior approval from the City Council.

Purchases with the City credit cards will consist of travel arrangements, services, utilities, parts and materials for City use and purposes only, and any other purchase approved by the governing body. The City will establish an approved vendor list, which the credit card will be used for.

The City will only have 2 (two) credit cards. The City credit cards will be under the City name and in the names of the Assistant City Manager and City Recorder.

The cards will be kept at the City offices when not in use. The cards will not be allowed to leave the City for out of town travel.

The cards can only be used by the Assistant City Manager and City Recorder, with authority given from the Assistant City Manager to the City Recorder, City Treasurer or Accounts Payable Clerk to use with the proper approvals.

Pay Process

The credit card payment procedures will be followed in accordance with the payment procedures that are already in place. The credit cards will be paid off each month. The City will follow the regular pay process of invoice or purchase approvals through the AP Clerk. Invoices will be approved by the Department Head and by the Assistant City Manager or City Manager. After these approvals, any purchases or invoices to be paid with the credit card must be approved by the Assistant City Manager or

City Manager. All approvals must be done before the use and payment is made with the City credit card. Payment is then made by the AP Clerk or other authorized City official.

The Assistant City Manager's credit card will have a monthly limit of \$48,000.00. The City Recorder's credit card will have a monthly limit of \$2,000.00. If needed, the City Recorder's limit may be temporarily increased by the City Treasurer with the approval of the Assistant City Manager. The card may be used to purchase meals and supplies for City meetings without prior written approval. Once a purchase is made, the City Recorder will immediately give the receipt to the appropriate Department Head and Assistant City Manager for approval. When the receipt is approved, it will be given to the Accounts Payable Clerk for processing.

Once payment is made with the credit cards, the Invoice or receipt that was paid by the credit card will be entered into the AP system and updated to the General Ledger to reflect that the expense has been made to the certain expense account in the General Ledger and the offset to credit card payable. Then all the paper work will go into a file held by the City Treasurer until the credit card statement is received. Upon receiving the credit card statement the City Treasurer will verify all the invoices and receipts in the file to the statement. Upon verification, the City Treasurer will approve to have a check made and sent to the credit card company. After the AP Clerk has cut the check to the credit card company, all the paper work will be attached to the check and statement from the credit card company and put into a monthly credit card file.

When payment of the credit card statement is made, a report will be generated upon request for the Governing Body for review.

Use of Credit Card Points and Cash Back Rewards

1. All points and cash back rewards belong to the City and not to any individual. The Assistant City Manager and City Recorder will forfeit all the points and cash back rewards earned to the City for City purposes.
2. All points and cash back rewards will be used for City purposes approved by the Governing Body.
3. Uses:
 - Budgeted travel arrangements. (Accommodations, registrations, transportation)
 - Cash reimbursements to the City.
 - Gifts to employees, elected and appointed officials and volunteers for:
 - Service years
 - Special recognition
 - Incentive awards
 - Reward and incentive given to Farmington resident that demonstrates benefit to the City.
 - Carry over to new fiscal year.
 - Special events.
4. Authorizing the use of Points and Cash Back Rewards.
 - Will go through the same process as the regular budget process.
 - Final authorization given by Governing Body.
 - Must have two (2) signatures, including the Assistant City Manager, in order to use points.

5. Pay Process:

The process will follow the same as the regular pay process for all invoices and receipts in that the Department Head and Assistant City Manager or City Manager will approve them first. The Assistant

City Manager will verify and authorize the use of the points to pay for the expense that was approved. After the points are used to pay for the expense, the paperwork will be kept in a file showing all invoices and receipts that were paid by the points earned by the City.

To reflect points used in the General Ledger, the expense will be shown for the cash equivalent of the points used and a contribution for the same amount in revenues to offset the expense. That way it will reflect in the General Ledger the same as any other expense and would have to follow the same budgeting and pay process as mentioned above.

Travel Arrangements

Once appropriate authorized signatures are obtained, the Department Heads will submit all travel arrangement details to the City Recorder for air fare, hotels, other transportation, and registrations to conferences or training. These accommodations will be reserved by the City Recorder and paid for by the City credit cards and or points. All paperwork will be given to the City Treasurer if the credit card is charged and if points are used then all paperwork will be filed with the points used file.



FARMINGTON POLICE DEPARTMENT

Chief Wayne D. Hansen

City Council Staff Report

To: Honorable Mayor and City Council

From: Wayne Hansen, Police Chief

Date: January 28, 2013

SUBJECT: Renewal of contract with Davis County Animal Care and Control

RECOMMENDATIONS

By summary action approve renewal of contract with Davis County Animal Care and Control for animal control services in the amount of \$45415.80.

BACKGROUND

This is an annual renewal of contract 2009-58 with Davis County for animal control services. The associated fees for this contract are reviewed each year by Davis County based on the number of calls for domestic and wild animal calls. The previous years budget was \$41997.57. As indicated above our cost for renewal is \$45415.80. This is an increase of \$3418.23 from the previous year. Our costs for wild animal services stayed the same however costs for domestic animals have increased which led to the overall cost increase.

I am pleased with the service that we receive from Davis County Animal Care. They are responsive to our needs and concerns and are very willing to work together to meet our mutual needs. Their staff is very professional and provides us with a very necessary service in a cost effective manner. As such I recommend that this contract be approved as written and submitted.

Respectfully Submitted

Wayne Hansen
Wayne Hansen
Police Chief

Review and Concur

Dave Millheim
Dave Millheim
City Manager



Animal Care & Control

1422 East 600 North - Fruit Heights, Utah 84037
Telephone: (801) 444-2200 - TDD: (801) 451-3228 - Fax: (801) 444-2212

Mayors, City Administrators & City Councils,

I want to thank all of the cities for the working relationship we have with you. I appreciate the communication and feedback that has been given to me and our department this past year. We are thankful to be serving in your city.

You will find enclosed: The formal contract showing the amount due for Animal Care & Control services, spreadsheets listing the call amounts (Calls and wildlife) and this letter.

In reference to the two enclosed spreadsheets; one is for all calls excluding wildlife calls and the other is for the wildlife calls, please see both.

The County did not increase the amount due from the cities this year. Your city's fee increased or decreased based on the number of calls that were in your city in 2012.

Wildlife calls are separate and are charged a \$25.75 fee per call. This fee is also remaining the same as 2012.

Please sign the contract & mail the signed contract to me. (If you want a signed original, please specify as such, sign TWO copies and send both to me.) I will place a cover sheet on it and forward it to the County Attorney where it is reviewed and placed before the County Commissioners. After all of the signatures are collected, I will make a copy of the original and send it to you.

I would like to have all contracts turned into the County Commission by March 21, 2013.

If you have any questions, concerns or comments please contact me,

Thank You,

Clint Thacker
Director
Davis County Animal Care & Control
801-444-2204

ACTUAL TOTAL SERVICE CALLS FOR ALL CITIES (EXCLUDING WILDLIFE)

TOTAL FEES REQUESTED FROM CITIES FOR 2013

2011 Cities Fee 2012 Cities Fee 2013 Cities Fee
 \$ 567,206.91 \$ 567,206.91 \$ 567,206.91

Service Call Stats Taken - 2010 to 2012

City	Calls for Service			Annual Averages		% of 2 Yr. Average		City Fee	
	2010	2011	2012	Avg 10/11	Avg 11/12	% of 10/11	% of 11/12	2012	2013
BOUNTIFUL	1841	1933	1837	1887	1885	10.61%	10.68%	\$60,199.64	\$ 60,554.75
CENTERVILLE	585	727	619	656	673	3.69%	3.81%	\$20,927.91	\$ 21,619.81
CLEARFIELD	2067	2076	1975	2072	2026	11.65%	11.47%	\$66,085.61	\$ 65,068.25
CLINTON	1264	1255	1221	1260	1238	7.08%	7.01%	\$40,180.94	\$ 39,770.18
FARMINGTON	969	1312	1166	1141	1239	6.41%	7.02%	\$36,384.57	\$ 39,802.30
FRUIT HEIGHTS	260	333	279	297	306	1.67%	1.73%	\$9,459.03	\$ 9,830.11
BOYER HILL	535	160	214	348	187	1.95%	1.06%	\$11,086.05	\$ 6,007.29
KAYSVILLE	1198	1412	1334	1305	1373	7.34%	7.78%	\$41,632.50	\$ 44,106.99
LAYTON	4330	4693	4257	4512	4475	25.37%	25.34%	\$143,927.22	\$ 143,757.31
NSL	605	710	670	658	690	3.70%	3.91%	\$20,975.76	\$ 22,165.93
SOUTH WEBER	354	341	284	348	313	1.95%	1.77%	\$11,086.05	\$ 10,038.92
SUNSET	539	501	484	520	493	2.92%	2.79%	\$16,589.20	\$ 15,821.34
SYRACUSE	1164	1379	1245	1272	1312	7.15%	7.43%	\$40,563.77	\$ 42,147.39
WEST BOUNTIFUL	510	421	321	466	371	2.62%	2.10%	\$14,850.52	\$ 11,918.20
WEST POINT	547	595	686	571	641	3.21%	3.63%	\$18,216.21	\$ 20,575.77
WOODS CROSS	480	463	410	472	437	2.65%	2.47%	\$15,041.93	\$ 14,022.36
Total Calls	17248	18311	17002	17780	17657	100.00%	100.00%	\$567,206.91	\$ 567,206.91

TOTAL FEES REQUESTED FROM CITIES FOR 2011

City	Acutal Wildlife Calls for Service				% of Total		City Fees Due for Wildlife Calls					
	2009	2010	2011	2012		2012	2009	2010	2011	2012	2013	
BOUNTIFUL	192	207	304	253		14.32%	\$4,738.00	\$5,195.52	\$5,330.25	\$ 7,828.00	\$ 6,514.75	
BOYER HILL	2	2	0	3		0.17%	\$180.25	\$41.23	\$51.50	\$ -	\$ 77.25	
CENTERVILLE	102	88	92	160		9.05%	\$2,266.00	\$2,762.70	\$2,266.00	\$ 2,369.00	\$ 4,120.00	
CLEARFIELD	93	93	71	35		1.98%	\$1,364.75	\$2,515.29	\$2,394.75	\$ 1,828.25	\$ 901.25	
CLINTON	43	29	12	27		1.53%	\$798.25	\$1,154.56	\$746.75	\$ 309.00	\$ 695.25	
FARMINGTON	224	275	218	218		12.34%	\$6,025.50	\$6,061.44	\$7,081.25	\$ 5,613.50	\$ 5,613.50	
FRUIT HEIGHTS	81	95	72	55		3.11%	\$540.75	\$2,185.42	\$2,446.25	\$ 1,854.00	\$ 1,416.25	
KAYSVILLE	237	286	268	273		15.45%	\$5,253.00	\$6,391.32	\$7,364.50	\$ 6,901.00	\$ 7,029.75	
LAYTON	499	471	431	485		27.45%	\$7,313.00	\$13,483.62	\$12,128.25	\$ 11,098.25	\$ 12,488.75	
NSL	35	46	27	36		2.04%	\$901.25	\$948.39	\$1,184.50	\$ 695.25	\$ 927.00	
SOUTH WEBER	20	52	54	51		2.89%	\$412.00	\$536.05	\$1,339.00	\$ 1,390.50	\$ 1,313.25	
SUNSET	2	3	0	4		0.23%	\$77.25	\$41.23	\$77.25	\$ -	\$ 103.00	
SYRACUSE	41	55	54	69		3.90%	\$1,184.50	\$1,113.33	\$1,416.25	\$ 1,390.50	\$ 1,776.75	
WEST BOUNTIFUL	104	58	39	31		1.75%	\$2,291.75	\$2,803.93	\$1,493.50	\$ 1,004.25	\$ 798.25	
WEST POINT	43	58	33	59		3.34%	\$721.00	\$1,154.56	\$1,493.50	\$ 849.75	\$ 1,519.25	
WOODS CROSS	29	22	15	8		0.45%	\$669.50	\$783.45	\$566.50	\$ 386.25	\$ 206.00	
Total	1747	1840	1690	1767		100.00%	\$34,736.75	\$47,172.05	\$47,380.00	\$43,517.50	\$ 45,500.25	

**INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND
THE CITY OF FARMINGTON FOR ANIMAL CONTROL SERVICES FOR THE
CALENDAR YEAR 2013**

This INTERLOCAL COOPERATION AGREEMENT is made and entered into this date by and between DAVIS COUNTY(hereinafter "County"), a political subdivision of the State of Utah, and FARMINGTON CITY (hereinafter "City").

RECITALS

This agreement is made and entered into by and between the parties based upon the following recitals:

A. This agreement is made and entered into as an Interlocal Agreement pursuant to, in accordance with, and authorized by the *Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, *Utah Code Annotated*.

B. The County provides animal care and control services through the Davis County Animal Care and Control Department, under the direction of the Animal Control Director and employs Animal Control Officers who are ordinance enforcement officers but not special function officers as provided and described in Section 53-13-105, *Utah Code Annotated*.

C. The City has adopted a comprehensive animal control ordinance substantially identical, or that contains some individual City exceptions, to the County's comprehensive animal control ordinance as set forth in Title 6, *Davis County Code*.

D. The County operates and maintains the Davis County Animal Shelter, a facility for the temporary shelter, housing, and impoundment of animals, the disposition of animals, and other services related to animal care and control.

E. The Davis County Animal Shelter, in addition to the above noted services, is also able to provide for the pick-up and euthanization of wild nuisance animals, such as raccoons and skunks, trapped by City or City residents.

F. The City desires animal care and control services from the County including, but not limited to, the enforcement of the comprehensive animal control ordinance of the City by the County, the pick-up and euthanization of wild nuisance animals, such as raccoons and skunks, trapped by City or City residents and other related animal care and control services as specified by this agreement.

G. The County is willing and able to provide animal care and control services to the City including, but not limited to, the enforcement of the comprehensive animal control ordinance of the City by the County the pick-up and euthanize wild nuisance animals, such as raccoons and skunks, trapped by City or City residents and other related animal care and control services as specified by this agreement.

NOW THEREFORE, in consideration of the mutual terms set forth in this agreement, the parties hereto do hereby agree as follows:

1. Services

A. The County shall make Davis County Animal Control Officers available to the City to perform the animal care and control services described in this agreement within the jurisdiction and territory of City in accordance and compliance with all applicable City, County, and State laws, ordinances, rules, and regulations. The services contemplated by this agreement include:

- (1) Enforcement of the comprehensive animal control ordinance of the City;

provided, however, that the ordinance is substantially identical to the comprehensive animal control ordinance of the County as set forth in Title 6, *Davis County Code*. The comprehensive animal control ordinance of the City, and any amendments to it during the term of this agreement, are incorporated into this agreement by reference.

(2) Issuance and sale of County dog and cat licenses and the management of a dog/cat license program.

(3) Regular patrol coverage by Animal Control Officers of the City between 8:00 a.m. and 5:00 p.m. Monday through Friday.

(4) Responses to the non-emergency requests, complaints, and contacts received from the officers and officials of the City and citizens between 8:00 a.m. and 5:00 p.m. Monday through Friday.

(5) Responses to emergency incidents involving animals at any time of the day and on any day of the week within the emergency call-out criteria and protocol established by the Davis County Animal Care and Control Department. Response for emergency animal incidents is intended to be within thirty (30) minutes, subject to the availability and location of the Animal Control Officers and the circumstances.

(6) Enforcement of all applicable City, County, and State laws, ordinances, rules, and regulations relating to animal care and control.

(7) The impoundment and boarding of animals in circumstances in which impoundment is necessary, advisable, or provided by applicable City, County, and State laws, ordinances, rules, and regulations. Such circumstances include, but are not limited to, the following:

- i. The owners or primary custodians of the animals have been arrested or taken into custody by law enforcement officers and the animals would be abandoned or without proper care or confinement as a result of the arrest;
- ii. The animal has bitten a person;
- iii. The animal is a vicious animal or potentially dangerous animal as defined by the ordinance;
- iv. The animal has attacked livestock;
- v. Livestock is loose; or
- vi. Injured animals.

(8) Pick up and dispose of the bodies of dead domestic animals, other than livestock or large wildlife, killed or otherwise left upon the public streets, highways, or rights-of-way within the City.

(9) Investigate all incidents involving actual or purported animal bites or rabies in accordance and compliance with applicable City, County, and State animal or health laws, ordinances, rules, and regulations.

(10) Provide temporary shelter and board for and hold and dispose of all stray or unwanted animals in accordance with all applicable City, County, and State laws, ordinances, rules, and regulations.

B. The County shall make available to the City the facilities of the Davis County Animal Care and Control Department, at no additional cost, for the retention and disposition of animals requiring temporary shelter and board which are found within the City by City officers

or officials.

C. The County shall, as an additional service outside the scope of services provided for in Paragraph 1 A. of this agreement and compensated for under the yearly compensation provided for in Paragraph 5 B. of this agreement, and for an additional fee, pick-up and euthanize wild nuisance animals, such as raccoons and skunks, trapped by City or City residents.

2. Term

This agreement shall be effective on a year to year basis for a period, not to exceed five (5) years commencing on January 1, 2013, and terminating on December 31, 2017 to be automatically renewed on a year to year basis, subject to the termination provisions of Paragraph 20 of this agreement and to any subsequent amendments thereto agreed in writing by both parties to this agreement.

3. Records

A. The County shall maintain books and records of the animal care and control services provided to the City under this agreement. The books and records shall be maintained in a form and manner which is in compliance with the fiscal and administrative procedures of the County and required by the Office of the Davis County Clerk/Auditor.

B. These books and records shall be available for examination or copying by the City during regular business hours and reasonable times.

C. All records created, received, or held by the County shall be held, disposed of, and accessed subject to the *Government Records Access and Management Act*, as set forth in Title 63, Chapter 2, *Utah Code Annotated*.

4. **Reports**

The County shall report to the City of the animal care and control activities and services provided and performed under this agreement.

5. **Compensation and Costs**

A. The City shall pay compensation in the amount of THIRTY NINE THOUSAND EIGHT HUNDRED TWO Dollars THIRTY Cents (\$39,802.30) to the County for the all animal care services provided and performed by the County under this agreement with the express exception of picking up and euthanizing wild nuisance animals, such as raccoons and skunks, trapped by City or City residents which shall be compensated as set forth below in Paragraph B of this section.

(1) The compensation shall be payable in twelve (12) equal monthly installments of THREE THOUSAND THREE HUNDRED SIXTEEN Dollars and EIGHTY SIX Cents (\$3,316.86) with the first monthly payment due on or before January1, 2013 and subsequent payments due on or before the 1st day of each month thereafter until paid in full.

(2) The County shall submit monthly invoices to the City for its services and reimbursement of any other costs incurred by the County and approved in writing by the City under this agreement. The City shall render payment within thirty (30) days after receipt of each such invoice or the resolution of any question or dispute regarding an invoice.

(3) The compensation amount shall be reviewed annually adjusted by a written amendment to this agreement as may be agreed upon by the City and County.

B. The City shall pay County annual compensation in the amount of FIVE THOUSAND SIX HUNDRED THIRTEEN Dollars FIFTY Cents (\$5613.50) for wild nuisance animal pick up and/or euthanization by the County within the confines of the City under Paragraph 1. C. of this Agreement.

(1) Annual costs/fees for this service may change from year to year based on the level of wild nuisance animal service provided to City by County during the last year and County will provide notice of said changes to City prior to the renewal time of this Agreement.

(2) The County shall submit quarterly invoices to the City for One Quarter (25%) of the annual fee established under this Agreement for the pick-up and euthanization of wild nuisance animals.

(3) The City shall render payment within thirty (30) days after receipt of each such invoice.

6. Funds Collected by City

Any funds collected or received by the City from the owners or custodians of any animal for dog licenses, exclusive of any fines or costs levied or imposed by any court in any legal action commenced or prosecuted by the City, shall be paid and submitted by the City to the County together with a descriptive record of such funds.

7. Animal Control Officers

A. The City hereby authorizes each of the Animal Control Officers of the County within the jurisdiction and territory of the City to:

(1) Enforce and implement the comprehensive animal control ordinance of the

City;

- (2) Issue licenses as provided in this agreement;
- (3) Issue citations for violations of the comprehensive animal control ordinance of the City; and
- (4) Collect such fees and costs as provided by the comprehensive animal control ordinance of the City.

B. Unless otherwise agreed to by the City Attorney and County Attorney, the Animal Control Officers of the County may, while providing or performing the services described in this agreement, seek and receive the assistance and cooperation of the law enforcement officers or other officials of the City. The decision to render such assistance and the control of any law enforcement officers or other officials of the City shall be made by the City.

C. The Animal Control Officers of the County while providing or performing services under this agreement to the City shall be deemed as employees of the County for all purposes including, but not limited to, Workers Compensation, withholding, salary, insurance, or other benefits.

8. Procedures

A. The County shall implement the following procedures in the administration and enforcement of the comprehensive animal control ordinance of the City:

- (1) The County shall furnish all necessary receipt books and dog/cat tags for the City.
- (2) Receipts for dog and cat licenses sold by the Animal Control Officers of the County shall be issued by those officers.

(3) All fees and funds collected by the Animal Control Officers of the County shall be immediately provided to the Davis County Animal Care and Control Department pursuant to Department policy. The Davis County Animal Care and Control Department will forward all fees and funds to the Davis County Clerk/Auditor pursuant to applicable County policy.

(4) Citations or complaints for the violation of the comprehensive animal control ordinance of the City shall be issued so that the person charged shall be required to appear before the appropriate court.

B. The prosecution of any citations or charges for the violation of the comprehensive animal control ordinance of the City shall be the responsibility of the City Attorney and not the County Attorney. Any fines collected for such violations shall be retained by the City and court, as specified by law, and the County shall have no entitlement to such fines.

9. Davis County Animal Shelter

A. The County shall operate and maintain the Davis County Animal Shelter in a humane manner; in compliance with all applicable County and State laws, ordinances, rules, regulations, and standards; and in a sanitary condition.

B. The County shall use humane methods of care, disposition, and euthanasia of any animal received and held by it under this agreement.

10. Funding

The services provided and performed under this agreement by the County shall be financed by the County from its General Fund; the compensation and costs reimbursements paid by the City to the County; and the other fees and costs collected under this agreement, such as,

but not limited to, dog and cat licenses and impound and board fees.

11. Separate Legal Entity

No separate legal entity is created by this agreement. To the extent that this agreement requires administration other than as set forth in this agreement, the agreement shall be administered by the County Animal Control Director and the City Manager, or other official designated by the City, acting as joint board for that purpose.

12. Administration

To the extent that this agreement requires administration other than as set forth herein it shall be administered by the County Animal Control Director and the City Manager acting as a joint board for that purpose.

13. Property

It is not contemplated that any real or personal property shall be acquired, held, or disposed of by the parties under this agreement but in the event any such property is acquired, it shall be disposed of in a manner and at a time as mutually agreed to by the parties.

14. Department Status

The County shall provide and perform the services described in this agreement through the Davis County Animal Care and Control Department. The County Animal Control Department shall not be deemed to be a department of the City nor shall its employees or officers be deemed to be officers and employees of the City.

15. Indemnification and Hold Harmless

A. City agrees and promises to Indemnify and hold County, his officers, agents, officials and

employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the City and/or its officers, agents, officials, members, employees, or volunteers.

County agrees and promises to Indemnify and hold City, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the County and/or his officers, agents, officials, members, employees, and volunteers.

16. Governmental Immunity Act

Because both parties are governmental entities under the *Governmental Immunity Act of Utah*, Utah Code Ann., Section 63G-7-101 et seq., as amended, each party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and neither party waives any defense available to it under the *Governmental Immunity Act of Utah*.

17. Governmental Approval, Execution, and Resolutions

This agreement shall be conditioned upon the approval and execution of this agreement by the parties pursuant to and in accordance with the provisions of the *Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Annotated*, including the adoption of resolutions of approval if such resolutions are required by the *Interlocal Cooperation Act* by the legislative bodies of the parties.

18. Review by Authorized Attorney

In accordance with the provisions of Section 11-13-202.5(3), *Utah Code Annotated*, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take affect.

19. Effective Date.

The effective date of this agreement shall be January 1, 2013.

20. Termination.

A. Notwithstanding the provisions of Paragraph 2 of this agreement, this agreement may be terminated at any time by the mutual consent of the parties, or upon six (6) month's written notice thereof by either party given at least six (6) months prior to the end of the term of this agreement.

B. Termination may be with or without cause.

21. Record of Agreement

Executed duplicate copies of this agreement shall be filed with the keeper of records of each of the parties.

22. Relief of Obligation

This agreement does not in any way relieve either party of any obligation or

responsibility imposed upon it by law.

23. Other Agreements

This agreement abrogates or supersedes any existing agreement between the parties regarding the performance of animal care and control services unless specifically provided otherwise in this agreement or any other subsequent agreement between the parties.

24. Amendments

This agreement may be amended only by the written duly approved agreement of the parties.

25. Severability

If any provisions of this agreement are construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this agreement shall remain in full force and effect.

26. Third Party Beneficiaries

This agreement is intended for the sole benefit of the parties and does not create or confer, directly or indirectly, any rights, interests, or benefits to any third party.

27. Authorization.

The individuals executing this agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original, on the dates indicated by the signatures of the respective parties.

DAVIS COUNTY

By: _____,
_____, Chair
Davis County Board of County Commissioners
Date: _____, 20__

ATTEST:

Davis County Clerk/Auditor

CITY OF _____

By: _____
Mayor
Date: _____, 20__

ATTEST:

City Recorder

Attorney Review

The undersigned, being the authorized attorney for City of _____, reviewed this Interlocal Cooperation Agreement and found it to be in proper form and compliance with applicable law.

City Attorney

Attorney Review

The undersigned, being the authorized attorney for Davis County, reviewed this Interlocal Cooperation Agreement and found it to be in proper form and compliance with applicable law.

Neal C. Geddes
Deputy Davis County Attorney



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: January 29, 2013

SUBJECT: **GENERAL PLAN AMENDMENT-PUBLIC TREE MANAGEMENT PLAN**

RECOMMENDATION

Approve the attached Ordinance adopting a Public Tree Management Plan as an element of the Farmington City General Plan.

BACKGROUND

The enclosed document is a prelude to a larger more detailed Public Tree Management Plan now being prepared by the Parks and Recreation Department. This smaller plan will enable the City to qualify for certain park grants immediately rather than wait several weeks until the larger plan is completed and adopted, any such delay may result in missed opportunities now available in the current grant cycle. Presently, the City maintains approximately 1500 "public trees" in our parks, and on State and Main, and 200 West Streets.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

FARMINGTON CITY, UTAH

ORDINANCE NO. 2013 -

AN ORDINANCE ADOPTING A "PUBLIC TREE MANAGEMENT PLAN" AS AN ELEMENT OF THE FARMINGTON CITY COMPREHENSIVE GENERAL PLAN.

WHEREAS, the City has determined that to promote the orderly growth of the City, and to promote the health, safety and general welfare of the residents of the City, the General Plan should be amended to add a document titled the "Farmington City Public Tree Management Plan"; and

WHEREAS, in conjunction with the Utah Division of Forestry, Fire and State Lands the Farmington City Parks and Recreation Department has prepared a proposed Public Tree Management Plan; and

WHEREAS, the Farmington City Planning Commission has reviewed the Public Tree Management Plan and has recommended that said plan be incorporated as part of the General Plan of the City as set forth herein and has held all appropriate public hearings before the Planning Commission in accordance with Utah law to obtain public input regarding the proposed amendment to the General Plan; and

WHEREAS, the City Council has reviewed the proposed Trail Master Plan amendment recommended by the Planning Commission and has held all appropriate public meetings in accordance with Utah law regarding the proposed amendment to the General Plan; and

WHEREAS, the City Council desires to adopt the proposed Public Tree Management Plan, as an element of the Farmington City Comprehensive General Plan;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH:

Section 1. Amendment. The Farmington City Comprehensive General Plan, is hereby amended by adding the "Farmington City Public Tree Management Plan", which is attached hereto as Exhibit "A" and by this reference made a part hereof.

Section 2. Severability. If any section, subsection, clause, sentence or portion of this Ordinance is declared, for any reason, to be unconstitutional, invalid, void or unlawful, such decision shall not affect the validity of the remaining portions of the Ordinance and such remaining portions shall remain in full force and effect.

Section 3. Omission not Waiver. The omission to specify or enumerate in this Chapter those provisions of general law applicable to all cities shall not be construed as a waiver of the benefits of any such provisions.

Section 4. Effective Date. This Ordinance shall become effective upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 5th day of February, 2013.

FARMINGTON CITY

Scott C. Harbertson, Mayor

ATTEST:

Holly Gadd, City Recorder

Exhibit "A"

Farmington City - Public Tree Management Plan

The City of Farmington recognizes the contribution of tree resources and the efforts of tree stewards whom have established valued trees within the community. It is the intent of Farmington City to sustain these resources and continue to promote and manage trees for the betterment of its citizenry. In the course of providing public services, the city will focus its actions regarding trees as noted below. These actions shall comprise the Public Tree Management Plan.

- Promote trees within new urban development.
- Establish diverse species of trees.
- Incorporate *ISA Best Management Practices* into tree care work.
- Encourage *ISA Certified Arborist* professionalism within the Parks Department staff.
- Implement a regular inspection and maintenance cycle for trees, integrating use of the *Tree Inventory* database.
- Maintain Tree Board function and provide advice to other municipal service departments on tree issues and tree care practices.
- Publicly promote trees and invite volunteerism.
- Direct citizens to professional *ISA Certified Arborists* for tree care services and USU Extension for general tree care information.
- Recognize and preserve private property rights.
- Promote tree safety and mitigate public risks.
- Participate in the *Arbor Day Foundation's - Tree City USA* program.
- Seek partnerships for projects promoting and maintaining trees.
- Develop a maintenance and replacement plan for historic London planetree and green ash trees on State and Main streets.
- Implement, review and update the *Hazard Tree Detection and Mitigation Plan* as necessary.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
NELSEN MICHAELSON
CORY R. RITZ
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: January 29, 2013

SUBJECT: **2013 BOARD OF ADJUSTMENT APPOINTMENT**

RECOMMENDATION

Move that the City Council consent to the proposed appointment of Jeffrey T. Holman to the Board of Adjustment to serve a term of approximately 5 years beginning immediately and ending December 31, 2017.

BACKGROUND

Section 11-5-102 of the Zoning Ordinance states that Board of Adjustment members shall be appointed by the Mayor with the advice and consent of the City Council. For your information the make-up and the expiration date of terms of service for the existing BOA members are as follows:

DJ (David) Williams	12/31/16
Tyler Judkins	12/31/13
Nathan Hardy	12/31/13
Mack McDonald (PC Rep)	12/31/13

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager

JEFFREY T. HOLMAN

PROFESSIONAL EXPERIENCE

- WILSON HAM & HOLMAN (WWW.TECHPATENTS.COM)**, Farmington, UT 06 /09 – present
- Registered Patent Attorney (USPTO), Utah State Bar, State Bar of California
 - Strategic intellectual property counseling for domestic and international portfolios
- HOLMAN IP LAW**, Pleasanton, CA, and Farmington, UT 02 /07 – 06/09
- Patents, trademarks, licensing, litigation support, due diligence
- BLAKELY SOKOLOFF TAYLOR & ZAFMAN**, Sunnyvale, CA 08/05 – 02/07
and 05/04 – 07/04
- Patents, licensing, litigation support, due diligence
- KUNZLER & ASSOCIATES**, Salt Lake City, UT 08/04 – 08/05
and 11/01 – 05/04
- Patent preparation and prosecution
- SPECTRUM+BENNION**, Salt Lake City, UT 03/98 – 07/02
- Registered Professional Engineer (PE) – Utah and California
 - Electrical Engineering – power and lighting design for commercial and high-end residential

ENTREPRENEURIAL EXPERIENCE

- OSCILLA POWER, INC. (WWW.OSCILLAPOWER.COM)**, Salt Lake City, UT
- “Green” energy generation in ocean, wind, and downhole environments
- PREVENTIS MEDICAL, LLC (WWW.PREVENTISMEDICAL.COM)**, Sandy, UT
- Respia® synthetic endotracheal solution to reduce complications of intubated patients
- COOL ANGLE LLC (WWW.COOLANGLE.COM)**, Brigham City, UT
- “Green” energy efficient, visually attractive asphalt shingles with directional reflectivity
- HOLMAN TECHNOLOGIES LLC**, Farmington, UT
- Product innovation, design, development: solar, fitness, mobile, consumer

EDUCATIONAL EXPERIENCE

- JURIS DOCTOR**, 2005, *University of Utah, S.J. Quinney College of Law*, Salt Lake City, UT
- Marriner S. Eccles Merit-on-Entrance Scholarship
 - Student Intellectual Property Law Association (SIPLA), Founding President
 - SBA Community Relations Officer
 - S.J. Quinney College of Law Outstanding Achievement Award, Biotech & Chemical Patent Law
 - Giles Sutherland Rich Moot Court Competition, 2005, Best Brief (qualifying and regional rounds)
 - Internship with the Utah State Office of Legislative Research and General Counsel
 - Traynor Moot Court Competition, 2004, Team Member
 - American Intellectual Property Law Association, Member
 - Utah Entrepreneur Challenge Competitor
- BACHELOR OF SCIENCE, ELECTRICAL ENGINEERING**, 2000, *University of Utah*, Salt Lake City, UT
- Scholarships: Honors at Entrance Academic, Intermountain Electrical Association, Robert G Morse Memorial, Robert G & Mary Jane Engman
 - Awards: President's Award, College of Engineering Dean's List, The National Dean's List
 - Honor Societies: Phi Kappa Phi, Phi Beta Kappa, Tau Beta Pi, Golden Key, Phi Eta Sigma
 - Undergraduate Student Advisory Committee, Senior Chair, Sophomore Representative
 - Hinckley Institute of Politics Spring Week Academic Seminar in Washington, D.C.
 - College of Engineering Conference and Networking Nights
 - Institute of Electrical and Electronics Engineers, Student Chapter Vice Chair

JEFFREY T. HOLMAN

VOLUNTEER EXPERIENCE (PRIOR & CURRENT)

CHAIR, *Utah State Bar Intellectual Property Section*
BOARD MEMBER, *Engineering Alumni Association, University of Utah College of Engineering*
BOARD MEMBER, *Friends for Sight (Utah non-profit)*
COMMITTEE MEMBER, *Utah State Bar Government Relations Committee*
COMMITTEE MEMBER, *Utah State Bar Spring and Summer Convention Planning Committees*
COMMITTEE MEMBER, *Utah State Bar Intellectual Property Section CLE Planning Committees*
LEGO LEAGUE COACH, *First Lego League*
SOCCER COACH, *Rush; Pleasanton RAGE; South Davis Soccer Association*
MOOT COURT JUSTICE, *South Davis Homeschool Co-op*
ELECTRICAL ENGINEERING SERVICES, *Bountiful Performing Arts Center*
ARTICLE REVIEWER, *IEEE Potentials Magazine*
EXTRA CLASS AMATEUR RADIO OPERATOR, **AC7UF**
NEIGHBORHOOD EMERGENCY COORDINATOR
ASSISTANT SCOUTMASTER, *Boy Scouts of America*
MISSIONARY, *The Church of Jesus Christ of Latter-Day Saints, Arequipa, Peru, Spanish-speaking*

OTHER RECOGNITION

SALT LAKE TRIBUNE AWARD OF MERIT - FIRST PLACE IN POETRY, *Salt Lake Tribune*
AWARD OF MERIT FOR SAVING A LIFE, *Boy Scouts of America*
EAGLE SCOUT AWARD, *Boy Scouts of America*

PERSONAL INTERESTS

Family, Running, Hiking, Photography, Skiing, Tennis, Soccer

November 21, 2012

Mayor Scott C. Harbertson
Farmington City
160 South Main
Farmington, UT 84025

Dear Mayor Harbertson:

I am interested in serving in Farmington City. A few weeks ago, I was speaking with a few neighbors about an issue under review by the Planning Commission. We had a good conversation and, although we held different opinions on the general topic, one of them later commented that I should consider running for City Council or serving on the Planning Commission. When I received the November newsletter and saw the announcement about the Planning Commission positions, I thought I should consider it.

Over the weekend, I was in the process of putting together a letter of intent for the Planning Commission when I noticed in the City Council packet for yesterday's meeting that a position is also opening up on the City Council. I wasn't able to attend the City Council meeting last night due to a prior business commitment, but I plan to follow up with Holly Gadd early next week to submit an official letter of intent for the opening on the City Council.

In the meantime, the stated deadline for letters of interest for the Planning Commission should be received by Monday, November 22 (although it's unclear what date was intended, because November 22 is tomorrow, Thursday). In any case, though, I want to submit this letter of intent for the Planning Commission, with the caveat that I am more interested in serving as a member of the City Council if that is a possibility. But since the Planning Commission letter of intent is potentially due tomorrow, I'm submitting this letter of intent now.

Please consider me for a position on the Planning Commission. Also, if possible, please consider me for the position on the City Council. If necessary, I can submit a separate letter of intent for the City Council by the December 10 deadline.

I'm originally from Centerville and my wife is from Farmington. So Farmington was a natural choice when we decided to buy our first home in 2000. After I graduated from law school in 2005, my job took us out of the state for a few years, but with some luck and fortunate mentoring, I couldn't resist the opportunity to start my own practice in 2007 and move my

family back to Farmington. In January 2011, I moved my law practice from Salt Lake City to Farmington. So you could say that my life—family, work, and much of my recreation—is centered here in Farmington.

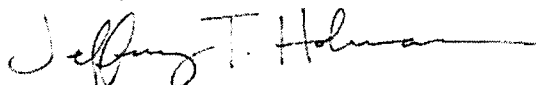
I am a critical thinker. While studying engineering and later working with a local engineering design firm, I learned the importance of being thoughtful in analyzing situations and planning the best approach to achieve the desired outcome. My legal education reinforced that approach, and expanded my capacity for effectively communicating complex ideas to a variety of people.

I'm also familiar with aspects of municipal planning. While in law school, I studied land use laws and policies and wrote an in-depth paper on historic preservation. I've also participating in rezoning a piece of property in Kaysville. Additionally, I worked with David Petersen and Ken Klinker in March 2008 to successfully implement a series of amendments to the Zoning Ordinances to improve accessory building layouts for interior cul-de-sac lots in Farmington City.

I'm currently serving on a couple of different boards. I've been contemplating whether it is time to seek other service opportunities where I can contribute more to my local community. With the ongoing growth in Farmington City, I think serving on the City Council or the Planning Commission would allow me to make a meaningful contribution to those who are quite literally closest to me.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff T. Holman", with a long horizontal flourish extending to the right.

Jeff Holman

22 Virginia Cir (675 S)

801-451-2444 home

801-554-7299 mobile

jeff@techpatents.com

CITY COUNCIL AGENDA

For Council Meeting:
February 5, 2013

SUBJECT: City Manager Report

1. Upcoming Agenda Items
2. Future Work Sessions (Park Property, Fire Staffing, Request for Recovery Center)
3. Department of Transportation's Annual Visits to Counties

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

Upcoming Agenda Items

February 19, 2013 – Staff Reports Due: February 8th

Work Session: Long Range Fire Staffing Costs (Guido)
Engineering Services

Action Items:

- Consideration of Final Plat Approval for Farmington Creek Estates Phase IV and Accompanying Development Agreement
- Reimbursement Agreement for Farmington Creek Estates Phase IV
- UDOT Trail Agreement

Summary Action Items:

- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Minutes from February 5th

Discussion: Code Enforcement Update



State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

JOHN R. NJORD, P.E.
Executive Director

CARLOS M. BRACERAS, P.E.
Deputy Director

PUT IN CC
PACKET FOR NEXT MTG.

January 25, 2013

TO: Davis County Commissioners, Mayors of Cities within Davis County
Utah Transportation Commission
UDOT Region Directors
Metropolitan Planning Organizations

SUBJECT: Annual Visits to Counties, including County and City Officials and Other Transportation-Related Persons

The time and place for the Utah Department of Transportation's meeting with Davis County and cities within Davis County is as follows:

Thursday, March 28, 2013, 9am – 11am
County Admin. Building / Commission Chambers, 61 S. Main, Room 303, Farmington

We encourage attendance and representation from elected officials and staff personnel involved in transportation planning, design, construction, and maintenance. Please invite those you would like to attend this meeting.

At this meeting, we will discuss and answer questions about federal aid transportation funding and programs of interest to local governments. Also, your UDOT Region Representative will be in attendance to discuss upcoming state highway projects and to seek your input on better coordination between UDOT and local governments. New developments in many other areas will also be discussed that will help municipalities maximize the State and Federal transportation funding received.

If you have specific items or questions that you would like discussed please contact UDOT prior to the Annual Visit. Again, please note the date and time for your area listed above. The schedule is also included on the UDOT Local Government website at <http://www.udot.utah.gov/localgovernment>.

If you have any questions or comments about these visits, please contact Daniel Page, UDOT Local Government Programs Engineer at dpage@utah.gov (801) 633-6225.

Sincerely,

Daniel W. Page, S.E.
Local Government Programs Engineer

DP/jh

CITY COUNCIL AGENDA

For Council Meeting:
February 5, 2013

SUBJECT: Mayor Harbertson & City Council Reports

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.